

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

EDWARD ROBERT LICHWICK, JR.,

Plaintiff,

– against –

VERIZON,

Defendant.

Civil Action No.: 08-CIV-3892 (SCR)

ECF CASE

**DECLARATION OF MARYANNE CROMPTON
IN FURTHER SUPPORT OF DEFENDANT'S MOTION TO DISMISS**

I, Maryanne Crompton, declare, pursuant to 28 U.S.C. §1746 and under penalty of perjury under the laws of the United States of America that the following is true and correct:

1. I submit this declaration in further support of Verizon PA's motion to dismiss the Complaint in the above-captioned matter.

2. I am currently employed by Verizon Services Corp. as Director, Labor Relations and have held this position since 1999. In this position, I am responsible for supporting and managing Verizon Pennsylvania's ("Verizon PA") labor relations and dealing directly with unions that represent employees who are subject to collective bargaining agreements with Verizon PA.

3. I was involved in bargaining with the Communications Workers of America, AFL-CIO, CWA – Local 13000 ("Local 13000") concerning a collective bargaining agreement with effective dates of August 3, 2003 through August 2, 2008 ("Verizon PA CBA").

4. Verizon PA, Verizon Services Corp., and Local 13000 were parties to the Verizon PA CBA. (True and correct copies of selected pages from the Verizon PA CBA are attached hereto as "Exhibit 1.")

5. VCI was not a party to the Verizon PA CBA.

6. Local 13000, which has offices in Pennsylvania, was the bargaining representative for employees who were covered by the Verizon PA CBA.

7. Plaintiff was a member of Local 13000 and subject to the terms and conditions of the Verizon PA CBA.

8. The majority of the employees who are subject to the Verizon PA CBA are Verizon PA employees.

9. Verizon PA managers hire, evaluate, and terminate employees who are subject to the Verizon PA CBA.

10. Plaintiff's pay stub shows that he was paid by Verizon North, Inc. at or around the time he resigned. (A true and correct copy of a pay stub for Edward R. Lichwick for check date June 15, 2007 and check number 05648133 is attached hereto as "Exhibit 2.")

Dated: August 25 2008

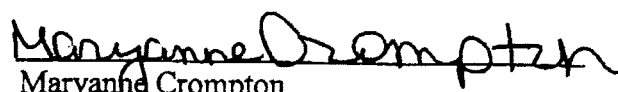

Maryanne Crompton

EXHIBIT 1

AGREEMENT BETWEEN

**VERIZON PENNSYLVANIA INC.
VERIZON SERVICES CORP.**

AND

**COMMUNICATIONS WORKERS OF AMERICA
AFL-CIO**

**CWA - LOCAL 13000
Plant/Services/Financial**

May 17, 1943

As Amended

AUGUST 3, 2003

This amended agreement includes the provisions of the following amending agreements:

Date of Execution	Date Effective		Date of Termination
	Other	Wagon	
7/28/71	7/28/71	7/23/71	
		7/23/72	
8/11/74	7/28/74	7/22/73	7/28/74
		7/28/74	
		8/ 3/75	
8/13/77	8/ 7/77	8/ 1/76	8/ 6/77
		8/ 7/77	
		8/ 6/78	
		8/ 5/79	
8/16/80(1)	8/10/80	8/10/80	8/ 9/80
		8/ 9/81	
		8/ 8/82	8/ 6/83
8/27/83(2)	8/ 7/83	8/28/83	
		8/12/84	
		8/11/85	8/ 9/86
8/14/86	8/10/86	8/10/86	
		8/ 9/87	
		8/ 7/88	8/ 5/89
8/28/89(3)		8/27/89	
		8/ 5/90	
		8/ 4/91	8/ 8/92
8/28/92		8/ 9/92	
		8/ 8/93	
		8/ 7/94	8/ 5/95
1/25/96		12/31/95	
		12/29/96	
		12/28/97	8/ 8/98
8/11/98		8/ 9/98	
		8/ 8/99	8/ 5/00
8/23/00		8/ 6/00	
		8/ 5/01	
		8/ 4/02	8/ 2/03
9/5/03		8/ 3/03	
		8/ 1/04	
		8/ 7/05	
		8/ 6/06	
		8/ 5/07	8/2/08

- (1) Area Headquarters Services combined with "Plant" bargaining unit.
 (2) Comptrollers Dept. & Treasurer's Organ. combined with "Plant" bargaining unit.
 (3) Comptrollers Dept. & Treasurer's Organ. were redesignated "Financial Organization"

See inside back cover for earlier history.

ARTICLES OF AGREEMENT

THIS AGREEMENT, entered into at Washington, D.C., on September 5, 2003, between VERIZON PENNSYLVANIA INC. (formerly Bell Atlantic-Pennsylvania, Inc. and The Bell Telephone Company of Pennsylvania), a corporation organized under the laws of the Commonwealth of Pennsylvania, VERIZON SERVICES CORP., (herein collectively called the "Company") and the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, on behalf of its affiliated Local 13000 (herein called the "Union");

WHEREAS, on May 19, 1943, the Company and the Union entered into an Agreement with respect to terms and conditions of employment applicable to employees represented by the Union in Plant and Services; which Agreement, as amended, was subject to termination on August 2, 2003, as provided in Article 41 thereof; and

WHEREAS, on August 27, 1975, the Company and the Union entered into Agreement that certain employees in the Outside Plant Engineering organization shall be represented by the Union and included under the terms of the Agreement covering the employees in Plant and Services; and

WHEREAS, on October 17, 1975, the Company and the Union entered into Agreement that certain employees in the Plug-In Inventory Control System shall be represented by the Union and included under the terms of the Agreement covering the employees in Plant and Services; and

WHEREAS, on August 10, 1980, the Company and the Union agreed to combine into a single bargaining unit

employees in the "Area Headquarters Services" bargaining unit and employees in the "Plant" bargaining unit and that such employees will continue to be represented by the Union under the terms of this Agreement; and

WHEREAS, on December 1, 1982, the Company and the Union entered into Agreement that certain employees in the Philadelphia Central Order Bureau shall be represented by the Union and included under the terms of the Agreement covering the employees in Plant and Services; and

WHEREAS, on August 27, 1983, the Company and the Union agreed to combine into a single bargaining unit employees in the "Comptrollers Department and the Treasurer's Organization" bargaining unit and employees in the "Plant" bargaining unit and that such employees will continue to be represented by the Union under the terms of this Agreement; and

WHEREAS, on January 13, 1986, the Company and the Union entered into Agreement that certain employees in the Customer Contact Simulation Unit shall be represented by the Union and included under the terms of the Agreement covering the employees in Plant and Services;

WHEREAS, on August 27, 1989 the Comptrollers Department and Treasurer's Organization were combined and redesignated "Financial Organization;"

WHEREAS, on August 28, 1992, the Company and Union agreed that the provisions of the Agreement of August 27, 1989 between the Company and the Union with respect to terms and conditions of employment applicable to employees represented by the Union in the

Financial Organization will be merged into the Agreement covering the employees in Plant and Services;

WHEREAS, the Company and the Union recognize the importance of maintaining and promoting equitable and harmonious industrial relations and achieving a high level of productivity and efficiency;

NOW, THEREFORE, the parties agree that the Agreement of May 19, 1943, as amended, shall be further amended in accordance with the following:

EXHIBIT 2

**REDACTED (ECF ONLY)– CONTAINS
POTENTIALLY CONFIDENTIAL INFORMATION**

**REDACTED (ECF ONLY)– CONTAINS
POTENTIALLY CONFIDENTIAL INFORMATION**

CERTIFICATE OF SERVICE

I hereby certify that on August 25, 2008, the foregoing was filed with the Clerk of the Court and served via overnight delivery in accordance with the Federal Rules of Civil Procedure, and/or the Southern District's Local Rules, and/or the Southern District's Rules on Electronic Service upon:

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Attorney for Plaintiff

/s/ Vicki R. Walcott-Edim
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